

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Application of:)
Mark Blackburn)
Application No. 10/526,838) Examiner: not yet assigned
Filed: 3 March 2005)
For: LATCH ASSEMBLY WITH DEAD LATCH INDICATOR

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

DECLARATION IN SUPPORT OF PETITION UNDER 37 C.F.R. § 1.47(b)

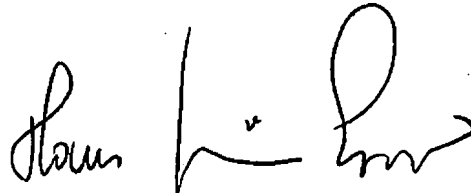
I, Hans Jurgen Esser hereby declare as follows:

1. I am the Research and Intellectual Property Manager for ASSA ABLOY Australia Pty Limited of 50 Edward Street, Oakleigh, Victoria 3166, Australia. Lockwood Security Products Pty Limited changed its name to ASSA ABLOY Australia Pty Ltd on 20 December 2004 (see Exhibit A). One of my responsibilities is to assist in the processing of patent applications filed in the United States.
2. Mark Blackburn is the inventor in the above-captioned patent application. Mark Blackburn was employed by Lockwood Security Products Pty Limited (see Exhibit B). Mark Blackburn was employed as a lock designer.
3. On 24 January 2006 I sent by registered mail, a Declaration, Power of Attorney, Assignment and a copy of the application including the specification, claims, drawings to the last known address of Mr Mark Blackburn at 78 Chaucer Street, St Kilda, Victoria 3182, Australia. We have received confirmation from Australia Post on 24 March 2006 that the person residing at 78 Chaucer Street signed for

the package, however the document (see Exhibit C) we have received from Australia Post does not indicate that the signature was Mr Blackburn's.

4. I have made attempts to contact Mr Blackburn by telephone at the Chaucer Street address, and to his mobile phone number. Both the street address, phone number and mobile phone number are no longer connected.
5. I have made further enquiries of previous work colleagues have failed to located his present whereabouts.
6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardise the validity of the application or any patent issued thereon.

Date: 6 April 2006



.....
Mr Hans Jürgen Esser
Research & Intellectual Property Manager
ASSA ABLOY Australia Pty Limited
50 Edward Street
Oakleigh, Victoria 3166
Australia
.....

EXHIBIT A

Certificate of the Registration of a Company. Change of Name from Lockwood Security Products Pty Limited to ASSA ABLOY Australia Pty Limited.

IP ORGANISERS
Level 21
367 Collins Street
MELBOURNE VIC 3000

Certificate of the Registration of a Company

Corporations Act 2001 Paragraph 1274 (2) (b)

This is to certify that

LOCKWOOD SECURITY PRODUCTS PTY LIMITED

Australian Company Number 086 451 907

is a registered company under the Corporations Act 2001
and is taken to be registered in New South Wales.

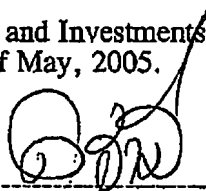
On the twentieth day of December 2004 the company changed its name to
ASSA ABLOY AUSTRALIA PTY LIMITED

The company is **limited** by shares.

The company is a **proprietary** company.

The day of commencement of registration is
the twenty-fifth day of February 1999.

Issued by the
Australian Securities and Investments Commission
on this twelfth day of May, 2005.



A delegate of the Australian Securities and Investments Commission

EXHIBIT B

**Mark Blackburn's employment contract with ASSA ABLOY Australia Pty Limited
(formerly Lockwood Security Products Pty Limited)**



Lockwood Security Products Pty Limited
ABN 90 086 451 907

LETTER OF OFFER

2nd October 2001

Mr. Mark Blackburn
42 Empress Road,
St. Kilda East VIC

Dear Mark,

This letter will serve to confirm the offer I have made for you to take up the appointment as a OEM Product Engineer with Lockwood Security Products Pty Limited, with your commencement date being Monday 8th October 2001 or an alternative date to be agreed.

Position: OEM Product Engineer
Reporting to: John Ikin – Product Development Manager
Location: Oakleigh – Victoria

Remuneration: As indicated, your Total remuneration package (TRP) will be \$60,000.00 per annum and will be paid into a bank, building society, or credit union of your choice. You will be paid monthly on the 15th day of each calendar month. Your TRP will be reviewed annually from 1 January 2002, subject to Company salary review guidelines and based on your performance.

2

Grade: Under the Lockwood Job evaluation system this position has been graded as a Grade 3 position and the TRP range is \$52,017 - \$70,371.

Performance: Your appointment will be on an initial probation period of up to four (4) months and subject to a performance review will be confirmed on 8th February 2002.



Novated lease: You will have immediate access into Lockwood's novated lease program to novate a motor vehicle via salary sacrifice of your TRP if you wish. For further details please contact Cameron McIntyre – Financial Controller on extension 520 when you commence.

Hours of work: Your base hours of work will be 40 hours per week, Monday to Friday, in some circumstances you may be required to work extended hours depending upon the business requirements.

Superannuation: On joining Lockwood you are required to join the Lockwood Superannuation Fund. You will be required to contribute a minimum of 8% of your TRP to your superannuation fund to comply with SGC legislation. Information about the fund will be provided upon commencement.

Medical, Health and Safety: The *Occupational Health and Safety Act 1985* (Victoria) requires Lockwood to take care for the health and safety of employees, including monitoring their health. The Act also requires that employees take all reasonable care for their own health and safety and the health and safety of any other person who may be affected by their acts or omissions in the workplace. This is particularly relevant to your physical condition.

In accepting this offer of employment you agree that you will assist Lockwood in meeting its safety obligations by:

- (a) Undergoing medical and physical check ups as required by Lockwood from time to time, by a Doctor nominated by Lockwood and agreeing to the provision or release to Lockwood of medical reports reasonably requested by the Company;
- (b) Informing your Supervisor/Manager if you believe a task or job that is required of you is or may be likely to cause you injury or aggravate an existing injury;
- (c) Informing your Supervisor/Manager if you believe that your workplace set up is or is likely to cause you injury or aggravate an existing injury;
- (d) Informing your Supervisor/Manager if you require any special equipment or facilities or clothing to enable you to perform your work without risk to health and safety and complying with any instruction from Lockwood to wear special clothing or equipment if required;
- (e) Not lifting, bending, carrying, pushing or pulling any heavy items if it is likely to cause injury or aggravate an existing injury;
- (f) Agreeing to any reasonable modifications to your duties, your working arrangements and workplace set up and complying with any reasonable instructions from your Supervisor/Manager where it is determined by Lockwood that such modification or instructions is necessary for your health and safety or for the health and safety of others.

Leave Entitlement: Annual leave, long service leave and sick leave shall be provided in accordance with the relevant state legislation provisions and company policy for staff. In addition, and under current company policy, annual leave loading of 17.5% is included in your TRP.

Confidentiality: Your obligations are as per the Confidentiality Clause covered on Annexure A.

Separation: Subject to the standard Summary Termination clause covered in Annexure A and relevant legislative provisions, one month's notice is required by either party.

I trust the foregoing and attached standard conditions have confirmed the major employment conditions offered to you, and please accept our best wishes in this challenging new role. Please feel free to contact me to discuss any aspects of these terms of appointment. In my absence Christine Parkinson, Human Resource Development Manager is your point of contact (Telephone: 8574-3614).

Your return of a signed copy of this letter will signify acceptance of the conditions outlined above and specified in the covering letter and in Annexure A.

Yours faithfully,

John Ikin

John Ikin
Product Development Manager

Accepted: Signed: 

Dated: 3/10/01

Standard Employment Conditions

CONFIDENTIALITY CLAUSE

Except as authorised by the Company or required by your duties, you will not at any time either directly or indirectly utilise or divulge to any person, and will use your best endeavours to prevent the publication or disclosures of, any knowledge or information which you may acquire or may have already acquired during the course of your employment by the company concerning the business, affairs, property, customers, clients or principals of the company, subsidiaries or divisions.

This restriction continues to apply after the termination of your employment without limit in point of time, but will cease to apply to knowledge or information which comes into the public domain without breach by you of this restriction.

SUMMARY TERMINATION CLAUSE

The Company (Lockwood Security Products Pty Limited, divisions and subsidiaries) may at its sole discretion terminate your employment immediately and without any payment in lieu of notice, if you:

- a) are continually or significantly incompetent or neglectful in the performance of your duties;
- b) disobey a reasonable and lawful direction of your immediate supervisor or manager;
- c) are found to be in gross violation of any of the policies and procedures stipulated by the Company;
- d) are in breach of any of the terms of this agreement;

Including the regulations under the Workplace Relations Act your employment may be terminated immediately, if you:

- e) willfully or deliberately behaviour in a way that is inconsistent with the continuation of the contract of employment;
- f) your behaviour causes imminent, and/or serious risk to the health or safety of an employee or the reputation or profitability of the company.

PERFORMANCE MANAGEMENT

You will be required to participate in Lockwood's Performance Review & Development System (PRDS) every six (6) months at which time you would have the opportunity to make comments on all aspects of your employment and all aspects of your performance will be discussed with you. The Company will keep written records of such performance reviews and you would be invited to make written responses to the review and address any concerns you may have in relation to your employment.

RESTRAINT OF TRADE

You undertake that you will not without prior consent of the Company during employment or for a period of 6 months following termination of your employment, (except in the case of redundancy) anywhere in Australia;

- 1) directly or indirectly or in any capacity (whether as principal, agent, partner, employee, shareholder, unitholder, joint venturer, director, trustee, beneficiary, manager, consultant or adviser) carry on, advise, provide services or to be engaged or concerned with any business or activity which is competitive with Lockwood Security Products Pty Limited which in turn is the direct result of Lockwood Security Products Pty Limited being negatively impacted or;
- 2) entice away from the Company any customer or supplier of the Company who was a customer or supplier during your employment, or entice away any employee of the Company or any of its subsidiaries, which in turn is the direct result of Lockwood Security Products Pty Limited being negatively impacted.

EXHIBIT C

Document from Australia Post signed by the resident of 78 Chaucer Street, St Kilda, Victoria, 3182, Australia.

Please tear off and retain

Ref. V920097

24.1.00.

RegisteredPOST - Customer Receipt

Item addressed to:

MARK BLACKBURN

78 CHAUVER ST

ST KILDA, VIC

B 1 8 2



131118

Atkinson
Business

I have read the information on the reverse side of this receipt.

Sender's Signature

RD50537330

WARNING: This envelope is not suitable for sending coins, jewellery or precious stones.

Optional Services:

(Sender to complete)

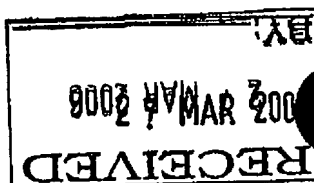
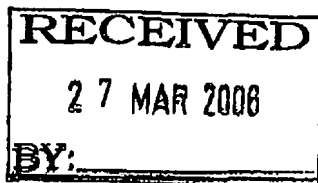
Delivery Confirmation ☐ Yes ☐ No

Person to Person ☐ Yes ☐ No

Insurance (Over \$100 up to \$5000) ☐ Yes ☐ No

Additional fee is payable for each service.

27 MAR 2006



AUSTRALIA

POST

FACSIMILE TRANSMITTAL

TO: Assa Abloy	Date:	24 March 2006
Attention: Yvette/Gloria		
Our reference number: VH920097	FAX NUMBER	95091088
FROM: Business Support Department Australia Post	FACSIMILE NUMBER:	03 9204 5415
OFFICE/GROUP :	CONTACT NUMBER:	13 11 18
ADDRESS : GPO Box 1667 MELBOURNE VIC 3001	NUMBER OF PAGES INC COVER:	

Following is the result of your enquiry regarding Registered Letter consignment RD50537330 that was sent to Mark Blackburn.

- ☒ Item was delivered on 27/01/2006. Confirmation of Delivery attached.
- ☐ Item is on hand and awaiting collection at _____ Post Office.
- ☐ There is no record of this item in the postal system
- ☐ Item was returned to sender
- ☐ Missing item
- ☐ Other

Comments:

If you have any further questions, please don't hesitate to call our Business Services Department on 13 11 18.

Regards,

Michelle

C:\TEMP\FACSIMILE TRANSMITTAL27.doc

CAUTION

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE MAY BE LEGALLY PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR REPRODUCTION OF THIS MESSAGE IS PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR PLEASE NOTIFY US IMMEDIATELY BY FACSIMILE OR TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO THE SENDER

ATT MICHELLE T
 UA 20097

RECEIVED
 27 MAR 2006
 BY:

Receipt for 'Signature on Delivery' Articles		AUSTRALIA POST	
* If addressee receipt or Person to Person delivery is required, indicate by a tick (✓) Date: 15/12/05		* If addressee receipt or Person to Person delivery is required, indicate by a tick (✓) Date: 27/1/06	
Article Number	7/05 3130	Name and address of Addressee	BLANCHARD 78 CHAYLER ST.
Person to Person	✓	Received (in words)	ONE
Registered Post	✓	The addressee or authorised agent must enter in words the number of articles	
Overseas Registered		Signature	O. Egan
Overseas Insured		Nature of Authority	for 27/1/06
Received Delivery		Signature of Delivery Officer	
Person to Person (tick if applicable)		Date	15/12/05
Identification Signed		Initials	
Canal(s) Posted			